

## AGRICULTURAL EXPERIMENT STATION

*Exchange of notes at Washington October 20 and 29, 1942, with memorandum of understanding of August 12, 1942*

*Entered into force October 29, 1942; memorandum of understanding operative from August 12, 1942*

*Superseded by agreement of January 26 and April 16, 1948*<sup>1</sup>

56 Stat. 1787; Executive Agreement Series 284

*The Acting Secretary of State to the Ecuadorean Ambassador*

DEPARTMENT OF STATE

WASHINGTON

October 20, 1942

### EXCELLENCY:

I have the honor to refer to a Memorandum of Understanding dated August 12, 1942, and signed by the Honorable Claude R. Wickard, Secretary of Agriculture of the United States of America, by His Excellency Ricardo Crespo Ordoñez, Minister of Agriculture of the Republic of Ecuador, and by Mr. Eric F. Lamb and Señor V. Illingworth, General Manager and President, respectively, of the Corporación Ecuatoriana de Fomento, relating to the establishment and operation of an agricultural experiment station in Ecuador, which reads in English and Spanish as follows:

### MEMORANDUM OF UNDERSTANDING

In conformity with the desire of the Government of Ecuador that the Government of the United States of America and the Ecuadoran Development Corporation cooperate with the Government of Ecuador in the establishment and operation of an agricultural experiment station in Ecuador for the purpose of promoting the production of basic and strategic agricultural products, the Government of the United States of America through the United States Department of Agriculture, the Ecuadoran Development Corporation, and the Government of Ecuador, have reached the following understanding:

1. The general functions of the station shall include: (a) agronomic production investigations necessary to permanent agriculture over the whole of Ecuador with complementary products, particularly cocoa, rubber, abacá,

<sup>1</sup> TIAS 1875, *post*, p. 434.

and barbasco as the cash crops; (b) assistance to the Corporation in the establishment of approved agricultural practices by agricultural extension work as liaison between the station and the private farms; (c) the propagation of planting material for distribution by the Corporation to farmers; (d) cooperation with other agricultural institutions of the Western Hemisphere in the promotion of tropical agriculture through consultation and the exchange of propagating material, scientific information, and personnel; (e) cooperation with public health, colonization, and agricultural rehabilitation agencies of the United States of America, Ecuador, and the Western Hemisphere in the development of agriculture in Ecuador; and (f) consideration being given to the possibility that the Ecuadoran Development Corporation will foster the planting of several thousand hectares of Hevea rubber, abacá, and barbasco in Ecuador, the station will give full technical assistance to such a planting program.

2. The Government of Ecuador will make available all land necessary to conduct investigations and demonstration work designed to promote the profitable production of export crops, such as cocoa, rubber, fibers, insecticides, medicinals, vegetable oils, et cetera, and increase the income and foreign trade of the people of Ecuador. Such land shall be selected by the director of the station in cooperation with the appropriate governmental agency of Ecuador and the Ecuadoran Development Corporation, and the Government of Ecuador shall permit the continued use of the land by the experiment station free of charge. The land shall include a minimum of 500 hectares for the central station, and at least three other parcels with a minimum of 50 hectares each which shall be representative of various natural land division.

3. The Ecuadoran Government will also supply the funds necessary for, (a) the preparation, printing and distribution of four types of publications to be issued by the station, as follows:

(1) A popular Spanish periodical written for the farm family and containing articles by the staff and other qualified persons on such subjects as health, hygiene, community organization, information on the Pacific region, aims of the experiment station, treatment of agricultural practices and methodology,

(2) farm circulars written in Spanish and issued as required, dealing with specific farm practices or products,

(3) technical bulletins in English or Spanish dealing with the results of specific scientific investigation at the station, and

(4) an annual report in Spanish, covering the work of the station performed during the year, and the status of agriculture in the region;

(b) the services of at least one Ecuadoran scientist to cooperate with each scientist detailed to the station by the United States Department of Agri-

culture, and the services of technologists qualified in the fields of land-surveying, topography, drainage, drafting, minor construction, chemical analysis and library management; (c) stenographers, clerks, mechanics, machinists, field plot and laboratory assistants, and such unskilled labor as may be necessary to conduct the work of the experiment station; and (d) the transportation expenses incurred by Ecuadoran and United States members of the station staff for travel on station business within Ecuador.

4. The Government of Ecuador will provide: (a) entry free of customs duties for (1) supplies and equipment for the station, and (2) supplies, clothes, foodstuffs and personal belongings of the North American members of the station staff whose salaries are paid by the Government of the United States; (b) exemption from all Ecuadoran taxes based upon salaries for those North American members of the station staff whose salaries are paid by the Government of the United States; and (c) when possible, Ecuadoran students in graduate study in each of the fields of agriculture in colleges or universities in the United States.

5. The Ecuadoran Development Corporation agrees: (a) to construct, (1) residences complete with furnishings for the North American and Ecuadoran members of the staff, (2) a laboratory, office and library building, (3) a hospital, and (4) service buildings including repair shops, one or more buildings for the storage of equipment and plant material, and such buildings as may be needed for studies in livestock production and the housing of pilot plants for processing agricultural production for shipment; and (b) to provide (1) complete furnishings, services and equipment, except scientific equipment and apparatus not produced or manufactured in Ecuador, for the laboratory, office, and library building, (2) an adequate and pure water supply, (3) an electric plant to satisfy the lighting and power needs of the station, (4) recreational facilities such as tennis courts, swimming pool, et cetera, (5) a graduate medical doctor and surgeon, (6) agricultural publications, necessary to the proper functioning of the station, including reference books, and all journals and bulletins published outside of the United States, as well as the binding of journals, (7) necessary launches and vehicles for water and land transportation, and (8) the purchase of seed and planting stock for experimental and commercial use.

6. The Government of the United States of America, through the United States Department of Agriculture, and subject to the availability of funds for the purpose, agrees to provide: (a) the services of scientists to perform the functions of direction of the station, agronomic, soil and animal investigations; (b) current scientific journals on plant and animal science published in the United States; (c) scientific equipment and apparatus not produced or manufactured in Ecuador; and (d) assistance in designing all buildings, including residences for the Ecuadoran and North American members of the staff.

7. The Government of the United States of America, the Government of Ecuador and the Ecuadoran Development Corporation mutually agree: (a) that in order to provide joint supervision over the cooperative aspects of the project and in order to furnish a ready means for consultation between the two Governments and the Corporation in regard thereto, there shall be established a commission of three members composed of one representative of each of the two Governments and the Ecuadoran Development Corporation; that the commission, subject to the approval of the Ecuadoran Government will have authority to establish the qualifications and propose candidates for positions at the station; that the commission may delegate to the director of the station such of its functions as it may deem fit; (b) that, exclusive of salaries of the scientists made available to the station by the United States Department of Agriculture, the obligations of the United States Government shall not exceed \$50,000 the first year, nor more than \$25,000 in any one fiscal year thereafter; (c) that, exclusive of numbered paragraph 2, the obligations assumed by the Government of Ecuador shall not exceed \$25,000 in any one fiscal year; (d) the obligations of the Ecuadoran Corporation shall not exceed \$100,000 the first year nor more than \$50,000 in any one fiscal year thereafter; and (e) that the obligation of the United States to furnish the supplies listed under subtitles (b) and (c) of paragraph 6 shall be contingent upon the availability of such supplies in the United States.

8. This Agreement shall come in force on the day of signature and shall continue in force for a period of ten years, unless the Congress of either country shall fail to appropriate the funds necessary for its execution in which event it may be terminated on sixty days written notice by either Government, but in such event the station will pass into the hands of the Corporation.

For the United States of America

CLAUDE R. WICKARD  
*Secretary of Agriculture*

For the Republic of Ecuador

RICARDO CRESPO OR  
*Minister of Agriculture*

For the Corporacion Ecuatoriana de Fomento

ERIC F. LAMB      V. ILLINGWORTH  
*General Manager*

QUITO, ECUADOR

*August 12, 1942*

It is a pleasure to inform Your Excellency that the provisions of the Memorandum of Understanding as herein set forth meet with the approval of the Government of the United States of America. If they likewise meet with the

approval of the Government of Ecuador, I shall consider this note together with your reply indicating the approval of the Government of Ecuador as constituting an agreement between our two Governments on the subject, it being understood that the agreement shall be effective as of August 12, 1942 and that the agreement shall continue in effect for a period of ten years, unless the Congress of either country shall fail to appropriate the funds necessary for its execution, in which event it may be terminated on sixty days' written notice by either Government to the other Government.

Accept, Excellency, the renewed assurances of my highest consideration.

SUMNER WELLES  
*Acting Secretary of State*

His Excellency  
Señor Capitán COLÓN ELOY ALFARO,  
*Ambassador of Ecuador.*

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*The Ecuadorean Ambassador to the Secretary of State*

[TRANSLATION]

EMBASSY OF ECUADOR  
WASHINGTON

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OCTOBER 29, 1942

MR. SECRETARY:

I have the honor to acknowledge the receipt of the note of the twentieth instant, in which Your Excellency refers to the Memorandum of Understanding of August 12, 1942, relative to the establishment and operation of an agricultural experiment station in Ecuador.

I have received instructions to state to Your Excellency that the Government of Ecuador ratifies the text of the said Understanding, signed August 12 of the current year, which will be considered as in force from the above-mentioned date and for a ten-year period, unless the Congress of one of the two countries shall fail to appropriate the funds necessary for its execution, in which case either of the Governments may terminate it, upon sixty days' advance notice to the other.

I avail myself of the opportunity to renew to Your Excellency the assurances of my highest consideration.

C. E. ALFARO

His Excellency  
CORDELL HULL,  
*Secretary of State.*